Development (1946) Department.

MS SERIES

G.O. No. 3420

Dated 6-9-46

[Despatch Abstract.]

Education- Industrial- Government- Trade School, Mangalore- Building- Renewal of lease. Sanctioned-

e Secretar[illegible], to Gover[illegible],
Develop[illegible]

UNDER SECRETARY

[illegible] Dir[illegible] of Industri[illegible]
Commerce,

12 AUG 1945

DEVELOPMENT DEPARTMENT

[illegible]-C.1/[illegible] dated [illegible]ugust 194 .

Sir,

Sub: Acti[illegible]- Industri[illegible] - Govt.Trade School, Bangalore - Buildi[illegible] - [illegible]ener[illegible] of lease - Extension - Requested.

Ref: C.[illegible].C.1,Develop[illegible]t dated 31st Jul 1944.

The period of lease executed into [illegible]ri F.I.C. Albuquer[illegible]e, Bangalore, the owner of the buildi[illegible] leased to Govt. Trade School, Bangalore [illegible] ov located expire[illegible] on 31st [illegible]y 1945. The owner of the buildi[illegible] has after some negoti[illegible]ted to renew the lease for [illegible] period of six months only from 1st June 19[illegible] [illegible]der the existi[illegible] terms and conditi[illegible]s. The monthly rental of the buildi[illegible] is Rs.170/-. A copy of [illegible] lease executed duri[illegible] the previous period is enclosed. I request that Govt[illegible] may be pleased to sanction [illegible] renewal of the lease for [illegible] further period of six [illegible]s from 1st June 194[illegible].

The owner of the buildi[illegible] wants the release of the buildi[illegible] at the expir[illegible] of the six months' lease. In the absence of any other suitable buildi[illegible] for possible existi[illegible] Industrial School and the new Polytechnic, I propose to construct some temporary sheds on the site selected for construction of buildi[illegible]s for the Polytechnic. I shall submit my proposal in regard to this shortly.

for Joint Director of Industries and Commerce. 9.8.46

C.V./9.8.
cs.
9/8

Dev. Dept.

Memo No. 57388 DII/46-1 dt 19.8.46

Sub: Education Industrial - Govt. Trade School, Mangalore. Buildings - Renewal of lease - Sanction - requested

Ref: from the D.I.& No. 586-C1/46 dt 9.8.46.

The Copy of the lease deed executed during the previous period, stated to have been enclosed is not received. The D.I.& C is requested to send the enclosure urgently

15.8.46. 15/8/46 17/8/46

To
The D.I.& C
Madras

Dated 28/8

R. 28.8.46

Industries And Commerce Department.

From

The Joint Director of Industries & Commerce,
Chepauk, Madras.

To

The Secretary to Government
Development Department.
M a d r a s.

No. 586-C1/46 dated 24-8-46.

G.357 D2/Leb
26.8.Leb.

Sir,

Sub: Education- Industrial -Government Industrial School, Mangalore- Buildings- Renewal of Lease- Regarding.

Ref: Government Memo No.57388-D.II/46-1 dated 19-8-46.

p 3 above

pp 7-8 below

A copy of the lease deed executed during the previous period is enclosed.

24/8

For Joint Director of Industries and Commerce.

Encl. 1.

J.S/24-8.

24/8

This Indenture made this 17th day of April 1945 between F.P.S. Albuquerque, son of Alex Albuquerque residing at Bolla. in Mangalore Town (hereinafter called the Lessor which expression shall where the context so admits include his heirs, executors, legal representatives, administrators and assigns) of the one part and His Excellency, The Governor Of Madras, (hereinafter called the Lessee which expression shall where the context so admits include his successors in office and assigns) of the other part.

WHEREAS the Lessor is the absolute owner of the plot or parcel of land together with the buildings and structures thereon described in the Schedule below and has agreed with the Director of Industries and Commerce, Madras for and on behalf of the Lessee to lease to him the said property for the terms and subject to the payment of the rent hereinafter reserved and the covenants and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH:-

1. The Lessor hereby lets and Lessee takes on lease the plot or parcel of land together with the buildings and structures thereon more particularly described in the Schedule below for a period of two years commencing from the First day of June 1944 yielding and paying therefor the sum of Rs. 170/- (One Hundred and Seventy ø only) per month and so in proportion øfor fractions of a month such rents to be paid in arrears on the 1st day of the succeeding month, the first of such payments to be made on the 1st day of July 1944.

2. The Lessee hereby agrees as follows:-

(a) to pay the rent hereby reserved on the days and in the manner hereinbefore appointed for payment thereof without any deduction whatsoever except for taxes, rates, assessments, the cost of all reasonable repairs to keep the premises in good and tenantable condition and the expenses that may be paid by or on behalf of Lessee in case of default on the part of the Lessor as hereinafter provided.

(b) To permit the Lessor and his agents at any time or times during the term during the day time and after giving one day's previous notice in writing to enter upon the demised premises to view the state and condition thereof.

(c) At the expiration or sooner determination of the said term peaceably to deliver unto the Lessor possession of the premises hereby demised.

3. The Lessor hereby covenants as follows:-

(a) To bear, pay and discharge all existing and future rates, taxes, assessments, duties, impositions and outgoings whatsoever assessed, charged or imposed upon the demised premises or any erections thereon or additions thereto.

(b) At his own expense ~~xx~~ well and sufficiently to repair and keep in good and habitable state and condition the said premises hereby demised.

(c) That the Lessee paying the rent hereby reserved and observing and performing the several agreements by the Lessee herein contained may peaceably hold the said premises during the term hereby granted without any interruption by the Lessor or any person claiming under or in trust for him.

4. PROVIDED ALWAYS AND it is hereby expressly agreed and declared by and between the parties as follows:-

(a) In case the Lessor shall for one month after notice in writing given by the Lessee or by any person authorised on his behalf make default in making repairs to the premises or in payment of any such taxes, rates, and assessments as aforesaid it shall be lawful

P.T.O.

the Lessee or any person authorised on his behalf to execute such repairs and all other necessary works or to pay for all other necessary work or to pay all or any of such rates, assessments or other outgoings and deduct the expense of such repairs and work or such payments as the case may be out of the rent which shall then be or thereafter shall become payable under or by virtue of these presents;

(b) Notwithstanding anything hereinbefore contained if the Lessee shall at any time desire to determine the present lease and shall give to the Lessor three calendar months previous notice in writing of such his desire then immediately on the expiration of such period the present demise and everything herein contained shall cease and be void but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenant;

(c) If the rent hereby reserved or any part thereof shall be in arrear and unpaid for the space of thirty days next after the same shall have become due(whether legally demanded or not) or in case there shall be a breach or nonobservance of any of the covenants and conditions herein contained and on the part of the Lessee to be observed and performed then and in every such case the Lessor may immediately or at any time thereafter (notwithstanding that he may have waived or not acted upon any prior cause of forfeiture) enter upon the demised premises and repossess and enjoy the same as of his former estate and thereupon the term hereby granted shall cease and determine but without prejudice to the rights and remedies of the Lessor under any of the covenants, Provisoes and agreements herein contained.

In witness whereof F.P.S. Albuquerque and Sri Rao Bahadur N.M. Adyanthaya, Joint Director of Industries and Commerce, Madras, acting for and on behalf and by the order and direction of His Excellency The Governor of Madras have hereunto set their respective signatures and seals the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

All that plot or parcel of land comprised in Patta No.107 of No 66 Attavar Village, Cantonment Ward in Mangalore Town within the registration sub district of Mangalore and consisting of S.F. No.357-B measuring 1 acre 14 cents of garden land with T.S. Nos. 232-1/B; 232-2/B 232-4/5. with two out-houses well and other improvements thereon being the mulli wang property of the Lessor Felix Pascal Simon Albuquerque.

Signed, sealed and delivered by)
the above-named.)

Witness

Signed, sealed and delivered by the
above-named

Witness.

24/8.

24-8-44.
Superintendent

Dev.

Sub: Education - Industrial - Govt. Trade School, Mangalore - Building - Renewal of lease - Sanctioned.

Read again: G.O. 3264 Ms Dev'd 26.7.44

Read also: From the D.I.&C., 586 C/46 d 9.8.46

Order Ms no. 3420 Dev'd 6.9.46

The Govt. Sanction the renewal of the lease of the building in which the Govt. Trades School, Mangalore is located, for a further period of Six months from 1st June 1946 on a monthly rental of Rs 170/- under the existing terms and conditions.

2. The D.I.&C. is requested to submit proposals promised in para 2 of his letter cited above, well in advance of the expiry of the existing sanction.

31/8/46.

(Approved by Govt in rule)

The D.I.&C

" A.G. through Fin

Copy to S.F

(P.T.O.)

To U.S.—

10/ Please see the D.I.&C's letter at p.1 of. With reference to para 2 of the letter, the D.I.&C. may be asked to submit proposal well in advance of the expiry of the existing Sanction. Subject to orders, a draft order is submitted overleaf for approval. It may be sent to Finance. Draft for acceptance.

ASM
31.8.46

Finance:

31/8/46.

Fin (Hectic B.)

Dev No 57388 DII/46-2 = Please see the D.I.&C's letter on p.1 c/f. The draft order overleaf may be accepted.

2.9.46.

47147 AD

3.9.46.

Fin No 47147 A/46

Draft

To U.S.

The draft order overleaf may issue now.

May issue

ASM
S.

5/9/46.

[Issued as Go. No. 3420 dt. 5.9.46] p/i 6/9/46

Close